# SOUTH CENTRAL LOUISIANA TECHNICAL COLLEGE INVITATION TO BID

# HVAC EQUIPMENT REPLACEMENT IN PTECH BUILDING

**FOR** 

SCLTC- RESERVE CAMPUS 181 Regala Park Road Reserve, LA 70084

MANDATORY JOB SITE VISIT REQUIRED

**Solicitation Number:** 40018-1710RP **Bid Opening Date:** November 30, 2016 **Bid Opening Time:** 2:00 P.M. (CST)

#### South Central Louisiana Technical College

#### **INSTRUCTIONS TO BIDDERS**

- 1) Read the entire bid, including all terms and conditions and specifications.
- 2) All bid prices must be typed or written in ink. Any corrections, erasures or other forms of alteration to unit prices should be initialed by the bidder.
- 3) This bid is to be manually signed in ink.
- 4) Bid prices shall include delivery of all items f.o.b. destination or as otherwise provided. Bids containing "payment in advance" or "C.O.D." requirements may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later.
- 5) Desired delivery: addressed in the special terms and conditions section
- **6)** To assure consideration of your bid, all bids and addenda should be returned in an envelope or package clearly marked with the bid opening date and the bid number, or submitted in the special envelope if furnished for that purpose.
- 7) Bids submitted are subject to provisions of the laws of the state of Louisiana including but not limited to L.R.S. 39:1551-1736; purchasing rules and regulations; executive orders; standard terms and conditions; special conditions; and specifications listed in this solicitation.
- 8) Important: by signing the bid, the bidder certifies compliance with all instructions to bidders, terms, conditions and specifications, and further certifies that this bid is made without collusion or fraud. This bid is to be manually signed in ink by a person authorized to bind the vendor. All bid information shall be with ink or typewritten.
- 9) Address all inquiries and correspondence to the buyer at the phone and address shown above.

## **South Central Louisiana Technical College**

#### INFORMATION FOR BIDDERS AND STANDARD CONDITIONS

- 1) <u>Bid Forms:</u> All written bids, unless otherwise provided for, must be submitted on, in accordance with, forms provided, properly signed in ink by an authorized representative of the bidding entity. Please use blue ink when signing bid documents. Bid prices shall be typewritten or in ink. Bids submitted in the following manner will not be accepted: (1) bid contains no signature indicating intent to be bound; (2) bid filled out in pencil; (3) photocopy of bidder's signature; and (4) bid sent by facsimile equipment. Price alterations to bid responses received before bid opening time will be considered provided the written price alteration had been received and time-stamped before bid opening time. Any other alterations of the bid response form or foreign conditions attached thereto may cause rejection of the bid response without further consideration.
- 2) <u>Sealed Envelope:</u> To assure consideration, all bids must be submitted in a sealed envelope. The envelope must contain THE BID NUMBER, THE CONTRACTOR'S LICENSE NUMBER (IF REQUIRED), THE DUE DATE AND TIME, AND THE NAME OF THE BIDDER.
- 3) Standard of Quality: Any product or service bid, shall conform to all applicable federal and state laws and regulations and the specifications contained in the solicitation, unless otherwise specified in the solicitation, and manufacturer's name, trade name, brand name, or catalog number used in the specification is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition. Bidder must specify the brand and model number of the product offered in his bid. Bids not specifying brand and model number shall be considered as offering the exact products specified in the solicitation.
- 4) Descriptive Information: Bidders proposing an equivalent brand or model should submit with the bid response, information (such as illustrations, descriptive literature, and technical data) sufficient for the College to evaluate quality, suitability, and rejected. Any change made to a manufacturer's published specification submitted for a product shall be verifiable by the manufacturer. If item(s) bid does not comply with specifications (including brand and/or product number), bidder should state in what respect the item(s) deviate. Failure to note exceptions on the response form will not relieve the successful bidder(s) from supplying the actual products requested.
- **5) Bid Opening:** Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined 72 hours after request is made. Information pertaining to completed files may be secured by visiting SCLTC Purchasing Department during normal working hours. Written bid tabulations will not be furnished.

- 6) <u>Louisiana Preference</u>: Preference is hereby given to products produced, manufactured, harvested, grown or assembled outside of Louisiana. The bidder shall state his right to claim the ten percent (10%) preference in his bid response on the form provided and the bidder shall state the respective Louisiana location where each qualifying item is produced, manufactured, harvested, grown or assembled.
- 7) Signature Authority: ATTENTION: .R.S. 39:1594(C)(4) requires evidence of authority to sign and submit bids to the State of Louisiana. You should indicate which of the following apply to the signer of this bid.
  - 1. The signer of the bid is either a Corporate Officer who is listed on the most current annual report on file with the Secretary of State or a member of a partnership or partnership in Commendam as reflected in the most current Partnership Records on file with the Secretary of State. A copy of the Annual Report or Partnership Record must be submitted to this office before contract award.
  - 2. The signer of the bid is a representative of the Bidder Authorized to submit this bid as evidenced by documents such as, Corporate Resolution, Certification as to Corporate Principal, etc. If this applies, a copy of the Resolution, Certification, or other supportive documents must be attached hereto.
  - 3. The bidder has filed with the Secretary of State an Affidavit or Resolution or other acknowledged/authentic document indicating that the signer is authorized to submit bids for public contracts. A copy of the applicable document must be submitted to this office before contract award.
  - 4. An individual listed on the State of Louisiana Bidder's Application as authorized to execute bids.

By signing the bid, the bidder certifies compliance with the above.

- 8) In accordance with the provisions of R.S. 39:2182, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty of "nolo contendere" to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, Professional, Personal, Consulting, and Social Services procurement under the provisions of Chapter 16 of Title 39, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39.
- 9) Addendums: If an addendum is issued regarding the bid solicitation, it is the responsibility of the bidder, prior to submitting their bid, to periodically visit if any addendums were issued and posted to the State of Louisiana Purchasing Department LaPAC website.

- 10) <u>Prices:</u> Unless otherwise specified by the university in the solicitation, bid prices must be complete, including transportation prepaid by bidder to destination and firm for acceptance for a minimum of 30 days. If accepted, prices must be firm for the contractual period. Bids other than F.O.B. destination may be rejected. Prices should be quoted in the unit (each, box, case, etc.) as specified in the solicitation. Failure to do so may result in your bid being rejected.
- **11)** Payment Terms: Cash discounts for less than 30 days may be offered, but will not be considered in determining awards. Bids containing "payment in advance" or "COD" requirements may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later.
- **12)** <u>Deliveries:</u> Bids may be rejected if the delivery time indicated is longer than that specified in the solicitation.
- 13) <u>Taxes:</u> Bidder is responsible for including all applicable taxes in the bid price. South Central Louisiana Technical College is currently exempt from Louisiana State Sales and Use Taxes, and local parish and city taxes.
- **14)** New Products: Unless specifically called for in the solicitation, all products for purchase must be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrator, used or irregular product will be considered for purchase unless otherwise specified in the solicitation. The manufacturer's standard warranty will apply unless otherwise specified in the solicitation.
- **15)** <u>Default of Contractor:</u> Failure of a contractor to deliver within the time specified, or failure to make replacements of rejected articles, shall permit the University to purchase in the open market articles of comparable grade to take the place of those rejected or not delivered. On all such purchases the contractor shall reimburse the University for any expense incurred in excess of contract prices. Such purchases will be deducted from contract quantities.
- 16) <u>Contract Cancellation</u>: The University of Louisiana at Monroe has the right to cancel any contract, in accordance with Purchasing Rules and Regulations, for cause, including but not limited to, the following: (1) Failure to deliver within the time specified in the contract; (2) Failure of the product or service to meet specifications, conform to sample quality or to be delivered in good condition; (3) Misrepresentation by the contractor; (4) Fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the state; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; (6) any other breach of contract.
- 17) <u>Applicable Law:</u> All contracts shall be construed in accordance with and governed by the Laws of the State of Louisiana.

- 18) COMPLIANCE WITH CIVIL RIGHT LAWS: By submitting and signing this bid, bidder agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, Federal Rehabilitation Act of 1973, as amended, the Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and bidder agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Bidder agrees not to discriminate in its employment practices, and will render services under any contract entered into as a result of this solicitation without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by bidder, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of any contract entered into as a result of this solicitation.
- 19) <u>SPECIAL ACCOMMODATION</u>: Any "Qualified individual with a Disability" as defined by the American with Disabilities Act who has submitted a bid and desires to attend the bid opening, must notify this office in writing not later than seven days prior to the bid opening date of their need for special accommodations. If the request cannot be reasonably provided, the individual will be informed prior to the bid opening.
- **20) INDEMNITY:** Contractor agrees, upon receipt of written notice of a claim or action, to defend the claim or action, or take other appropriate measure, to indemnify, and hold harmless, the state, its officers, its agents and its employees from and against all claims and actions for bodily injury, death or property damages caused by the fault of the contractor, its officers, its agents, or its employees. Contractor is obligated to indemnify only to the extent of the fault of the contractor, its officers, its agents, or its employees. However, the contractor shall have no obligation as set forth above with respect to any claim or action from bodily injury, death or property damages arising out of the fault of the state, its officers, its agents or its employees.
- 21) <u>CERTIFICATION OF NO SUSPENSION OR DEBARMENT:</u> By signing and submitting any bid for \$25,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA), in accordance with the requirements in OMB Circular A-133. A list of parties who have been suspended or debarred can be viewed via the internet at <a href="http://www.EPLS.gov">http://www.EPLS.gov</a>.
- **22)** <u>FEDERAL CLAUSES, IF APPLICABLE:</u> ANTI-KICKBACK CLAUSE- The contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.
  - **CLEAN AIR ACT-** The contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal Contracts, Grants or Loans of Facilities included on the EPA list of Violating Facilities.

**ENERGY POLICY AND CONSERVATION ACT-** The contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

**CLEAN WATER ACT-** The contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal Contracts, Grants or Loans of Facilities included on the EPA list of Violating Facilities.

**ANTI-LOBBYING AND DEBARMENT ACT-** The contractor will be expected to comply with Federal Statues required in the Anti-Lobbying Act and the Debarment Act.

### South Central Louisiana Technical College

### **INSURANCE REQUIREMENTS FOR CONTRACTORS**

The contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, its agents, representatives, employees or subcontractors.

#### A. MINIMUM SCOPE AND LIMITS OF INSURANCE

- 1) WORKERS COMPENSATION: Workers compensation insurance shall be in compliance with the workers compensation law of the state of the contractor's headquarters. Employers liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. best's insurance company rating requirement may be waived for workers compensation coverage only.
- 2) <u>COMMERCIAL GENERAL LIABILITY:</u> Commercial general liability insurance, including personal and advertising injury liability and products and completed operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general annual aggregate of \$2,000,000. The insurance services office (ISO) commercial general liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.
- 3) <u>AUTOMOBILE LIABILITY:</u> Automobile liability insurance shall have a minimum combined single limit per accident of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

### NOTICE TO VENDORS THIS IS NOT AN ORDER. IT IS MERELY A REQUEST FOR PRICES

NAME AND ADDRESS OF VENDOR (FIRM OR INDIVIDUAL)

# STATE OF LOUISIANA REQUEST FOR QUOTATION

### LCTCS SCLTC, Reserve Campus

DATE

10/28/16

Date and time by which quotation must be returned:

11/30/16 2:00 PM

TO THE VENDOR:

To be returned on or before date specified above to:

South Central Louisiana Technical College- Young Memorial Campus 900 Youngs Road P. O. Drawer 2148 Morgan City, LA 70381 (985)380-2957 Ext. 309 (985)380-2440 FAX

					Bid # 1710RP	
ITEM UNIT OF		LINIT OF		REMARKS BY		
NO.	QUANTITY	MEASURE	COMMODITY	VENDOR	UNIT PRICE	AMOUNT
1	1	Job	<ul> <li>SCOPE OF WORK: Provide labor, material and equipment necessary to install new condensers including refrigerant lines.</li> <li>Provide labor, materials, and equipment necessary to replace (1) splitter in D204 and (1) in D200 with condenser outside.</li> <li>Provide labor, materials, and equipment necessary to replace (1) splitter in D109 and (1) D107 with a condenser in the main hallway.</li> <li>Provide labor, materials, and equipment necessary to replace (1) splitter in D300 and (1) D305 with a condenser outside.</li> <li>Provide labor and equipment to drain lines.</li> <li>Provide labor, material and equipment to run communication wire.</li> <li>ELECTRICAL:</li> <li>Provide labor, materials, and equipment necessary to cut excess holes through metal walls to be able to run refrigerant lines, communication wire, and to drain lines.</li> <li>Provide labor, materials, and equipment to hang evaporator.</li> <li>Provide labor necessary to start up equipment and monitor for proper operation.</li> </ul>	VENDOR		
		·	Bid price must include all material, equipment and labor			
			*Must provide certificate of insurance			
			Mandatory site visit required. To arrange a site visit, please contact Carin Fernandez at (985) 536-4418 ext. 243.			
			The contractor is responsible for all permits, fees and must comply with all state, federal, and local requirements.			
			SCLTC- RESERVE CAMPUS IS A STATE AGENCY AND TAX EXEMPT			
NOTICE: We have no facilities for furr this office subject to the inspection of interested in investigation for any pur			urnishing abstract of bids; a complete record of all bids is kept on file in n of any altizen. Every courtesy will be afforded to any citizen who is urpose the record of State Purchases		TOTAL	
TO THE VENDOR:			DATE DELIVERY REQUIRED	THIS QUOTE IS SUB	MITTED BY	
ADVISE DELIVERY ON ABOVE AS FOLLOWS:			4 Weeks ARO	NAME OF VENDOR (FIRM OR INDIVIDUAL)		
BID MUST BE SIGNED IN		SNED IN	TRANSPORTATION CHARGES MUST BE INCLUDED IN YOUR PRICES QUOTED ABOVE PAID TO:			
ORDER TO BE Considered.			AGENCY- Reserve Campus	signature		
			THE TERMS ARE;			
			NET30 DAYS	ппе		
				DATE SUBMITTED		